

ATTACHMENT "A"

Harvest Project Contract
July 1, 2006 to June 30, 2007

OCT 16 2006

LANCASTER COUNTY CLERK

This Contract entered into by and between the City of Lincoln, Nebraska, a municipal corporation, on behalf of Lincoln Area Agency on Aging, hereinafter referred to as "LAAA", and Lancaster County, a political subdivision of the State of Nebraska, on behalf of Community Mental Health Center, and hereinafter referred to as "County," is for the purpose of defining the mutual and specific responsibilities of each related to the provision of mental health, substance abuse, and aging services to frail elderly residents of Lancaster County.

WHEREAS, the Interlocal Cooperation Act, Ne. Rev. Stat. §13-801 et. seq. (Reissue 1997), permits units of local government in the State of Nebraska to enter into agreements with one another for joint or cooperative action on a basis of mutual advantage and thereby provide services in a manner that will best serve local communities; and

WHEREAS, there are elderly persons living in Lancaster County who are at-risk and in need of coordinated mental health, substance abuse, and aging services; and

WHEREAS, the County, CenterPointe, and LAAA have successfully collaborated for the delivery of services to elderly citizens through the Harvest Project; and

WHEREAS, the County, through its Network Provider Contract for behavior health services with the Regional Behavioral Health Authority (Region V) under County Contract No. C-05-0604 and the subsequent renewal for the 2006-07 contract year, has received monies to continue the multi-disciplinary team to coordinate the delivery of services to Lancaster County's elderly; and

WHEREAS, LAAA is a specialized senior program with expertise essential to the success of the Harvest Project and a multi-disciplinary team,

NOW, therefore, it is mutually agreed among the parties as follows:

- I. **Purpose**. The purpose of this contract is to assist LAAA in obtaining specialized professional services and staff and delivering such services to the participants that are currently being case managed and supported in the community as part of the Harvest Project.
- II. **Scope of Services**. LAAA agrees to employ a qualified individual 40 hours per week to serve in the capacity of a specialized care manager and provide the following services:
 - A. **Outreach and Screening**. To identify older persons who are at-risk due to complex mental health, substance abuse, and aging related needs and determine their suitability for project related services.
 - B. **Authorization**. To allow County personnel to register and obtain authorization through Magellan for Harvest participants to permit approved billing for Community Support funding.

- C. **Assessment.** To collect necessary information about a client to determine need and/or eligibility for a service. Information collected may include demographics, health status, financial status, etc. Includes gathering data through visits with the client and those working with or associated with the client, observed environmental evidence, and employing a standardized questionnaire.
- D. **Care Plan Development and Coordination.** The development of a personalized plan of care with the client's participation and approval, using the client's own family and community resources to accomplish specific agreed-upon goals of service.
- E. **Care Plan Review.** To periodically monitor the delivery of services to each client and review the client's plan to determine if the plan remains appropriate.
- F. **Client Referral.** Linkage of the client with the appropriate community resource(s) to ensure necessary services will be delivered to the client. Must include contact and follow-up with the provider and client.
- G. **Consultation.** Collaboration as part of the interdisciplinary process to assist the client with identifying needs, resource availability, choices leading to the development of the long-term care plan, and the continuing appropriateness and effectiveness of the services being delivered as outlined.

III. **Term of Contract.** This Contract shall be in full force and effect from July 1, 2006 to June 30, 2007 unless one or both parties terminates this contract by sending written notice to the other party indicating such intention to terminate. Such notice will be given at least 30 days before the proposed date of termination. The fiscal year for the Harvest Project and for this Contract begins July 1, 2006 and ends June 30, 2007.

IV. **LAAA AGREES;**

- A. **Participation and Compliance.** To participate in the Harvest Project. To designate a qualified specialized care manager. To participate and comply with the obligations previously created by the Community Health Endowment Harvest Project proposal and as further developed by the County, CenterPointe, and LAAA. To participate in scheduled program management and oversight staff meetings.
- B. **Specialized Care Managers.**
 - 1. **Minimum Qualifications.** The Aging specialized care manager shall have a current Nebraska license as a registered nurse, or baccalaureate or graduate degree in the human services field, or a certification under the Nebraska Social Work Law; and at least two years of experience in long-term care, gerontology, or community health. Candidates claiming licensure as a qualification for employment as a Specialized care manager

shall be required to furnish proof. Specialized care managers shall hold valid driver's licenses and furnish their own transportation.

2. **Availability.** Specialized care managers will be fully committed to the Harvest Project. Specialized care managers will not undertake or be assigned work unrelated to the Harvest Project.
 3. **Selection.** A designated member of the County staff will participate in the selection of Specialized care managers to ensure minimum qualifications are met and the most suitable candidate is selected for the position. No candidate will be designated for affiliation with the Harvest Project without the prior approval of the County.
 4. **Training.** Specialized care managers will be required to satisfactorily complete orientation and training prior to entering the position. After initial training, LAAA care manager will be required to participate in case review and in-service training activities.
 5. **Accountability/Quality Assurance.** Specialized care managers shall be accountable to their designated LAAA Supervisor. Supervisors will review cases at regular intervals and consult regarding the delivery of service.
 6. **Contract Monitoring.** Specialized care managers will be subject to the requirements and standards of the Harvest Project. The performance of specialized care managers will be subject to monitoring and regular evaluation by the County and Region V as a result of the contractual relationship between the County and Region V under County Contract No. C-05-0604, and any subsequent Network Provider Contract for the contract year 2006-07.
- C. **Adequate Office Facilities.** To furnish specialized care managers with accessible office space, the use of a telephone, secure file cabinets, and necessary office supplies.
- D. **Maintenance of Service Records.** Specialized care managers will be required to maintain complete, accurate, and up-to-date documentation of all services rendered. A service file containing all service related documents will be maintained for each individual served. Records will be maintained using the standardized forms required by the Harvest Project.
- E. **Policies and Procedures.** Specialized care managers will provide service in conformance with the approved policies and procedures of the Harvest Project.
- F. **Confidentiality.** Specialized care managers will be required to hold all information gathered regarding a client in the strictest confidence. The LAAA agrees that it shall be compliant with the Health Insurance Portability and

Accountability Act of 1996 and implementing regulations pertaining to confidentiality of health information. The LAAA also agrees to comply with the terms of Attachment "A", which is attached hereto and incorporated by this reference.

- V. **Consideration.** The County agrees to pay LAAA the following sum of \$65,000 for the services outlined in the Contract. The County shall not be responsible for any cost incurred above and over this amount unless approved by written amendment by the County Board. The County will only reimburse the Contractor for services rendered and upon submission of documentation that services have been provided as outlined in this agreement. The compensation provided to the Contractor is not intended to be in the form of a retainer nor shall it take the form of a retainer. The County shall not be responsible for the direct payment of any wages, insurance or fringe benefits including but not limited to, vacation, overtime, retirement benefits, workers' compensation insurance, and unemployment insurance.
- VI. Further, all parties to this contract jointly agree as follows:
- A. **Accounting Procedures and Records.** All accounting records necessary to support financial statements will be maintained in accordance with generally accepted accounting principles. LAAA will comply with the County's financial audit, inspection, and reporting requirements.
- B. **Audit and Inspection.** LAAA shall require its employees to permit the other parties' authorized agents or the agents of the County, to inspect all work, invoices, and other relevant data and records and to audit the books, records, and accounts of the program and those pertaining to this contract so long as it does not violate the right of personal privacy of individuals receiving services from the program. LAAA acknowledges that the County is contractually obligated to submit financial and programmatic reports to Region V under County Contract No. C-05-0604, and any subsequent renewal for the contract year 2006-07. LAAA agrees that any data and records relating to the Harvest Project will also be inspected by Region V so long as such inspection does not violate the right of personal privacy of individuals receiving services from the program.
- C. **Severability.** If any portion of this Contract is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
- D. **Contract of Provider.** Provider shall not execute any contract or obligated itself in any manner with any third party with respect to this agreement without prior written concurrence of the County.
- E. **Breach of Contract.** Should LAAA breach this contract, the County may, at its discretion, terminate the contract immediately upon written notice. The County shall pay only for such performance as has been properly completed.

- F. **Unavailability of Funding.** The County cannot guarantee the continued availability of funding for this contract notwithstanding the consideration stated above. In the event funds to finance this contract become unavailable either in full or in part due to such limitations or reductions in appropriations, the County may suspend the delivery of services under the contract or terminate the contract upon notice in writing to LAAA.
- G. **Amendments.** Amendments to this contract may be made by the joint approval of the parties. Amendments and updating of the Attachments to this contract may be made so long as such amendments and updates are within the limitations and conditions of the foregoing terms and as long as such amendments and updates are necessary to carry out the intent and purposes of this contract and are made with mutual knowledge and consent.
- H. **Mutually Hold Harmless.** Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
- I. **Independent Contractor.** It is the express intent of the parties that this Agreement shall not create any employer-employee relationship. Employees of the City shall continue to be employees of the City in performing terms of the Agreement and at no time shall they be deemed employees of the County. Employees of the County shall continue to be employees of the County in performing terms of the agreement and at no time shall they be deemed employees of the City.
- J. **Non-discrimination:** LAAA agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, client, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

K. **Insurance:**

Workers' Compensation Insurance

LAAA shall purchase and maintain during the term of this Agreement worker's Compensation Insurance, fully insuring its employees as required by law. Said insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

In the alternative, LAAA shall maintain sufficient funds in a self-insurance program approved by the Nebraska Workers' Compensation Court to cover any and all claims arising out of or resulting from its acts or its agents and employees in performance of this Agreement. Evidence of such self-insurance program shall be provided to Lancaster County prior to engaging in work provided for in this Agreement.

General Liability Insurance

LAAA shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations by LAAA or any one directly or indirectly employed by them.

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence
Automotive Liability	\$1,000,000 Combined Single Limit

LAAA shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal of any material reduction of insurance coverage.

In the alternative, LAAA shall maintain sufficient funds in a self-insurance program to cover any and all claims arising out of or resulting from its acts or its agents and employees in performance of this Agreement. Evidence of such self-insurance program shall be provided to Lancaster County prior to engaging in work provided for in this Agreement.

Executed by Lincoln Area Agency
on Aging
This 11th Day of October, 2006

Coleen J. Seng
Coleen J. Seng, Mayor of Lincoln

Executed by Lancaster County, Nebraska
This 21 Day of October, 2006

Deb Schorr
Deb Schorr, Chair
Lancaster County Board of Commissioners

June Pederson
June Pederson,
Director LAAA

Dean Settle
Dean Settle
Director, CMHC

Approved as to form
This 13th Day of October, 2006

Anna W. Poppe
City Attorney

Approved as to form
This 13 Day of October, 2006

Kristy Baur
Deputy County Attorney
For GARY E. LACEY
Lancaster County Attorney

ATTACHMENT "A"

BUSINESS ASSOCIATE ADDENDUM

1. BACKGROUND

- a. Covered Entity, Community Mental Health Center, and Business Associate, the City of Lincoln, on behalf of Lincoln Area Agency on Aging, are parties to the Agreement to which this Addendum is attached (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an agency of Lancaster County that has been designated in whole or in part by the County as a health care component for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

The following terms shall have the following meaning in this Agreement:

- a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- b. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- e. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.
- g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:
 - 1) disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- d. Except as otherwise limited in this Agreement, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract.

5. TERM AND TERMINATION

- a. **Term.** The Term of this Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 - 2) Immediately terminate this Agreement; or
 - 3) If neither termination nor cure are feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. Effect of Termination.

- 1) Except as provided in paragraph (2) of this section or in the Contract, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Contract.
- b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.